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12 *Pro Hac Vice admission to be filed

13 Attorneys for Plaintiff Eduardo Munoz
and the Classes

14 **UNITED STATES DISTRICT COURT**

15 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

16 **EDUARDO MUNOZ**, individually
17 and on behalf of all others similarly
18 situated,

19 Plaintiff,

20 v.

21 **7-ELEVEN, INC.**, a Texas
corporation,

22 Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

23
24 Plaintiff Eduardo Munoz (“Plaintiff” or “Munoz”) brings this class action
25 complaint against Defendant 7-Eleven, Inc. (“Defendant” or “7-Eleven”) to obtain
26 redress for, and put an end to, Defendant’s serial violations of the Fair Credit
27 Reporting Act, 15 U.S.C. § 1681, *et seq.* (“FCRA” or “Act”), specifically its failure
28 to provide lawful notices and disclosures to its job applicants and employees as well

1 as its failure to provide applicants and employees with notice and an opportunity to
2 respond prior to undertaking adverse action against them. Plaintiff, for his Class
3 Action Complaint, alleges as follows upon personal knowledge as to himself and his
4 own acts and experiences, and, as to all other matters, upon information and belief,
5 including investigation conducted by his attorneys.

6 **NATURE OF THE ACTION**

7 1. Enacted to promote the accuracy, fairness, and privacy of consumer
8 information contained in the files of consumer reporting agencies, the FCRA
9 explicitly protects job applicants and existing employees from adverse employment
10 action taken as a result of potentially inaccurate or immaterial information. To that
11 end, employers who obtain and use consumer reports regarding their applicants and
12 employees are required to provide: (1) clear and conspicuous disclosures, in a
13 document consisting solely of the disclosure (*i.e.*, that stands alone), prior to
14 obtaining consumer reports in the first place, and (2) copies of the reports they
15 obtain, together with a written summary of rights under the Act, prior to taking any
16 adverse employment action against the applicants/employees based on information
17 contained in such reports.

18 2. Defendant willfully violates the FCRA by: (1) failing to provide a clear
19 and conspicuous or standalone upfront disclosure that Defendant may procure
20 consumer reports about its applicants and employees, and (2) failing to provide its
21 applicants and employees with copies of such reports and the required summaries of
22 their FCRA rights before taking adverse action against them.

23 3. Consumer reports and investigative consumer reports, while both being
24 types of consumer reports, are not one in the same. They are subject to distinct
25 disclosure requirements. When an employer procures a standard "consumer report"
26 regarding an applicant, it must provide a clear and conspicuous disclosure that stands
27 alone pursuant to Section 1681b(b)(2); however, when an employer procures an
28 investigative consumer report (an invasive type of consumer report that features

1 interviews with a multitude of potential sources) regarding an applicant it must
2 comply with the disclosure requirements of *both* Section 1681b(b)(2) and Section
3 1681d(a)-(b). (*See, e.g.*, Advisory Opinion to Beaudette, available at
4 <https://www.ftc.gov/policy/advisory-opinions/advisory-opinion-beaudette-06-09-98>.)

5 4. To comply with both provisions, the FTC has made clear that an
6 employer cannot include the required Section 1681d(b) disclosures with the Section
7 1681b(b)(2)(A) disclosure because doing so overshadows the latter disclosure and,
8 thus, violates Section 1681b(b)(2)(A)'s requirement that the disclosure be clear and
9 conspicuous and "in a document that consists solely of the disclosure." (*See, e.g.*,
10 FTC Advisory Opinion to Willner, available at [https://www.ftc.gov/policy/advisory-](https://www.ftc.gov/policy/advisory-opinions/advisory-opinion-willner-03-25-99)
11 [opinions/advisory-opinion-willner-03-25-99](https://www.ftc.gov/policy/advisory-opinions/advisory-opinion-willner-03-25-99).)

12 5. In 7-Eleven's case, Defendant fails to provide its applicants or
13 employees with a standalone disclosure and authorization that clearly and
14 conspicuously indicates in a document consisting solely of the disclosure that
15 Defendant may obtain a consumer report about them for employment purposes. First,
16 Defendant provides a single disclosure combining both the disclosure required for a
17 standard consumer report as well as disclosures required for an investigative
18 consumer report, including details regarding the nature and scope of any
19 investigation such that the disclosure overwhelms the consumer report disclosure.
20 The disclosure and authorization also contain additional extraneous information
21 about Sterling Talent Solutions and summaries of FCRA rights, as well as additional
22 language purporting to authorize the preparation of reports by Sterling Talent
23 Solutions. The authorization also purports to give consent to any party or agency
24 contacted by 7-Eleven, Inc. to furnish information to it, and contains
25 acknowledgements that the consumer has read and understood the disclosure and
26 that they may have any employment offer revoked if "unacceptable information is
27 found in an investigative background inquiry or consumer report. (See Disclosure &
28

1 Authorization, a true and accurate copy of which is attached hereto as Ex. A.) The
2 disclosure cannot be considered standalone.

3 6. The inclusion of such extraneous information and the overshadowing of
4 the consumer report disclosure rendered the disclosure confusing to Plaintiff and
5 other class members. By including combined disclosures, it is unclear as to whether
6 7-Eleven intends to procure a standard consumer report, an investigative consumer
7 report, or both. This lack of clarity frustrates the purpose of the FCRA, which is to
8 inform consumers and allow them a meaningful opportunity to authorize such
9 disclosures. Indeed, had a lawful disclosure been provided Plaintiff and others would
10 not have signed it.

11 7. Defendant has also willfully violated the FCRA by taking adverse
12 action—including firing its employees—against its job applicants and employees
13 based in whole or in part upon consumer reports or investigative consumer reports
14 that it procured about them without providing such applicants/employees with “pre-
15 adverse action” notice prior to taking action. Instead, Defendant takes adverse action
16 against applicants and employees without providing a copy of the consumer report
17 procured about them or a description of their rights as required by Section
18 1681b(b)(3)(A). As such, Defendant serially violates the FCRA.

19 8. As a result of Defendant’s willful violations of the FCRA, employees
20 and applicants such as Plaintiff Munoz are deprived of rights, including privacy
21 rights guaranteed to them by federal law, and are thus entitled to statutory damages
22 of at least \$100 and not more than \$1,000 for each violation. *See* 15 U.S.C. §
23 1681n(a)(1)(A).

24 PARTIES

25 9. Plaintiff Munoz is a natural person and citizen of the State of California.
26 He resides in Merced, Merced County, California.

27 10. Defendant 7-Eleven is a Texas corporation with its principal place of
28 business located at 3200 Hackberry Rd. Irving, TX 75063-0131.

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 because this action arises under the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, which is a federal statute. Furthermore, jurisdiction is proper under the Class Action Fairness Act, 28 U.S.C. § 1332(d), *et seq.* (“CAFA”), because the classes each consist of over 100 people, at least one member of each class is from a State other than Texas (the state of the Defendant), and the amounts in controversy are over \$5,000,000. Further, none of the exceptions to CAFA jurisdiction apply.

12. This Court has personal jurisdiction over Defendant because it conducts substantial business in this District and the unlawful conduct alleged in the Complaint emanated from this District.

13. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events and omissions giving rise to the claims occurred in the District. Plaintiff was hired at a 7-Eleven location in Los Angeles, California and worked there for a month prior to being terminated based on information contained in a background check obtained about him in relation to his employment.

FACTS COMMON TO PLAINTIFF AND ALL COUNTS

14. 7-Eleven is a corporation based in Irving, Texas.

15. In or around January 2018, Plaintiff applied for a job with 7-Eleven at a store in Los Angeles, California.

16. In or around January 2018, Plaintiff was required to complete various acknowledgments of company disclosures including a disclosure regarding Plaintiff’s background and criminal history.

17. Rather than provide a standalone disclosure—as the FCRA requires—Plaintiff was presented with a document entitled “Disclosure Regarding Background Investigation,” which included the disclosures for both a consumer report and an investigative consumer report, including details regarding the nature and scope of any investigation, together with other extraneous information, including details about

1 Sterling Talent Solutions and its privacy policy, acknowledgements that documents
2 have been received and reviewed and that the signer understands that by signing they
3 may have an offer revoked, and an authorization purporting to grant “any party or
4 agency contacted by 7-Eleven, Inc.” to furnish whatever information 7-Eleven
5 requests. (*See Ex. A.*)

6 18. The unnecessary inclusion of such extraneous information rendered the
7 document confusing to Plaintiff and the average consumer. That is, because 7-Eleven
8 fails to provide a clear and conspicuous disclosure in a document consisting solely of
9 the disclosure as required by the FCRA, Plaintiff was unable to meaningfully
10 authorize the report, or reports, that 7-Eleven intended to procure about him. Plaintiff
11 would not have authorized the background check had a lawful disclosure been
12 provided.

13 19. Plaintiff was employed by 7-Eleven for approximately one month,
14 starting January 26, 2018.

15 20. On or around February 21, 2018, 7-Eleven terminated Plaintiff, an
16 adverse employment action, based on information contained in the background
17 check it had procured regarding Plaintiff.

18 21. Plaintiff did not receive a pre-adverse action notice, a copy of the
19 consumer report, or a summary of his rights under the FCRA at that time.

20 22. Simply put, 7-Eleven fails to give applicants any opportunity to review
21 and discuss the report and any inaccuracies within it prior to taking adverse action.

22 23. As the FTC has made clear, applicants and employees are supposed to
23 be afforded the opportunity to review the background check/consumer report and
24 discuss it with their prospective employer *before losing out on a job* (or having other
25 adverse action taken against them) because of information contained in the report.
26 The FTC has ruled that in general, an employer should wait at least five (5) business
27 days following the notice to the applicant or employee of the anticipated adverse
28 action—together with a copy of the report and a summary of the applicant’s/

1 employee's FCRA rights—*before actually taking the adverse action*. This notice
 2 advises the applicant or employee of their ability to discuss the report with their
 3 employer. (*See, e.g.*, FTC Advisory Opinion to Weisberg, available at
 4 <http://www.ftc.gov/policy/advisory-opinions/advisory-opinion-weisberg-06-27-97>.)

5 24. Because of the unlawful disclosures provided to applicants and
 6 employees, including Plaintiff, as well as Defendant's failure to give applicants an
 7 opportunity to remedy any issues with the consumer reports prior to termination,
 8 Defendant has willfully denied Plaintiff the rights guaranteed to him by the FCRA.
 9 Such violations entitle him, and other similarly situated, to statutory damages of not
 10 less than \$100 and not more than \$1,000 per violation.

11 CLASS ACTION ALLEGATIONS

12 25. Plaintiff brings this action pursuant to Federal Rule of Civil Procedure
 13 23(b)(2) and Rule 23(b)(3) on behalf of himself and two nationwide Classes defined
 14 as follows:

15 **Disclosure Class:** All persons in the United States who (1) from a
 16 date two years prior to the filing of the initial complaint in this action
 17 to the date notice is sent to the Disclosure Class; (2) applied for
 18 employment with Defendant; (3) about whom Defendant procured a
 19 consumer report; and (4) who were provided the same form FCRA
 disclosure and authorization as the disclosure and authorization form
 Defendant provided to Plaintiff.

20 **Adverse Action Class:** All persons in the United States who (1) from
 21 a date two years prior to the filing of the initial complaint in this
 22 action to the date notice is sent to the Adverse Action Class; (2) were
 23 subject to an adverse employment action; (3) based in whole or in part
 24 upon any consumer report procured by Defendant; and (4) who, like
 25 Plaintiff, had an adverse action taken against them before they were
 provided any notice of a contemplated action together with a copy of
 the report and a summary of rights under the FCRA.

26 **California Subclass:** All members of either of the Disclosure Class or
 27 the Adverse Action Class who reside in California.
 28

1 26. Excluded from the Classes and Subclass are (1) Defendant, Defendant's
2 agents, subsidiaries, parents, successors, predecessors, and any entity in which
3 Defendant or its parents have a controlling interest, and those entities' officers and
4 directors, (2) the Judge or Magistrate Judge to whom this case is assigned and the
5 Judge's or Magistrate Judge's immediate family, (3) persons who execute and file a
6 timely request for exclusion, (4) persons who have had their claims in this matter
7 finally adjudicated and/or otherwise released, and (5) the legal representatives,
8 successors, and assigns of any such excluded person. Plaintiff anticipates the need to
9 amend the Complaint following a reasonable period for class discovery.

10 27. **Numerosity:** The exact numbers of the members of the Classes and
11 Subclass are unknown to Plaintiff at this time, but it is clear that individual joinder is
12 impracticable. Defendant has thousands of employees and potentially an even greater
13 number of job applicants. Further, the Class and Subclass members can readily be
14 ascertained through Defendant's records and the records of Sterling Talent Solutions.

15 28. **Commonality:** Common questions of law and fact exist as to all
16 members of the Classes and Subclass for which this proceeding will provide
17 common answers in a single stroke based upon common evidence, including:

- 18 (a) Whether Defendant's conduct described herein violated the FCRA;
19 (b) Whether Defendant has procured or caused to be procured consumer
20 reports about job applicants and employees;
21 (c) Whether Defendant's disclosure violates the FCRA's requirement that
22 the pre-report disclosure be clear and conspicuous in a document
23 consisting solely of the disclosure;
24 (d) Whether Defendant has provided a pre-adverse action notice and, if not,
25 the extent of its failure to provide such notices;
26 (e) Whether Defendant has acted willfully;
27 (f) And for the Subclass the proper measure of statutory damages and the
28 availability and appropriateness of declaratory and injunctive relief.

1 29. **Typicality:** As a result of Defendant's uniform disclosures and conduct,
2 Plaintiff and the Class and Subclass members suffered the same injury and similar
3 damages. If the disclosure violated the FCRA as to Plaintiff, then it violated the
4 FCRA as to all job applicants and employees. Thus, Plaintiff's claims are typical of
5 the claims of the other Class and Subclass members.

6 30. **Adequate Representation:** Plaintiff is a member of the Classes and
7 Subclass and both he and his counsel will fairly and adequately represent and protect
8 the interests of the Classes and Subclass, as neither has interests adverse to those of
9 the Class and Subclass members and Defendant has no defenses unique to Plaintiff.
10 In addition, Plaintiff has retained counsel competent and experienced in complex
11 litigation and class actions. Further, Plaintiff and his counsel are committed to
12 vigorously prosecuting this action on behalf of the members of the Classes and
13 Subclass, and they have the financial resources to do so.

14 31. **Injunctive and Declaratory Relief:** In using uniform disclosures that
15 violate the FCRA and by uniformly failing to provide pre-adverse action notices as
16 required, Defendant has acted or refused to act on grounds generally applicable to
17 Subclass so as to render injunctive and declaratory relief appropriate under the
18 California Unfair Competition Law ("UCL") Cal. Bus. & Prof. Code § 17200 *et seq.*
19 For the Subclass members, Defendant's uniform conduct requires the Court's
20 imposition of uniform relief to ensure compatible standards of conduct toward the
21 Subclass members, thus, making final injunctive and/or declaratory relief appropriate
22 with respect to the Subclass as a whole. Further, because Defendant's uniform
23 practices result in similar, if not identical, injuries for all Subclass members,
24 Plaintiff's challenge of those practices hinges on Defendant's conduct with respect to
25 the Subclass, not on facts or law applicable only to Plaintiff.

26 32. **Predominance:** The common questions of law and fact set forth above
27 go to the very heart of the controversy and predominate over any supposed
28 individualized questions. Irrespective of any given Class or Subclass member's

33. **Superiority and Manageability:** A class action is superior to all other methods of adjudicating the controversy. Joinder of all class members is impractical, and the damages suffered by/available to the individual Class and Subclass members will likely be small relative to the cost associated with prosecuting an action. Thus, the expense of litigating an individual action will likely prohibit the Class and Subclass members from obtaining effective relief for Defendant's misconduct. In addition, there are numerous common factual and legal questions that could result in inconsistent verdicts should there be several successive trials. In contrast, a class action will present far fewer management difficulties, as it will increase efficiency and decrease expense. Further, class-wide adjudication will also ensure a uniform decision for the Class and Subclass members.

COUNT I

20 35. Plaintiff incorporates by reference the foregoing allegations as if fully
21 set forth herein.

23 Except as provided in subparagraph (B), a person may not procure a
24 consumer report, or cause a consumer report to be procured, for
25 employment purposes with respect to any consumer, unless—

1 15 U.S.C. § 1681b(b)(2)(A) (emphasis added).

2 37. The FCRA defines a consumer report as:

3 . . . any written, oral, or other communication of any information by a
4 consumer reporting agency bearing on a consumers' credit
5 worthiness, credit standing, cred-it capacity, character, general
6 reputation, personal characteristics, or mode of living which is used or
7 excepted to be used or collected in whole or in part for the purpose of
serving as a factor establishing the consumer's eligibility for . . .

8 (B) employment purposes . . .

9 15 U.S.C. § 1681a(d)(1).

10 38. Defendant's background checks are consumer reports.

11 39. The pre-report disclosure that 7-Eleven provided to applicants and
12 employees combines disclosures required for consumer reports with disclosures
13 required for investigative consumer reports. That is, Defendant provides a single
14 disclosure combining both the disclosure required for a standard consumer report as
15 well as disclosures required for an investigative consumer report, including details
16 regarding the nature and scope of any investigation such that the disclosure
17 overwhelms the consumer report disclosure.

18 40. The disclosure and authorization also contain additional extraneous
19 information about Sterling Talent Solutions and summaries of FCRA rights, as well
20 as additional language purporting to authorize the preparation of reports by Sterling
21 Talent Solutions. The authorization also purports to give consent to any party or
22 agency contacted by 7-Eleven, Inc. to furnish information to it, and contains
23 acknowledgements that the consumer has read and understood the disclosure and
24 that they may have any employment offer revoked if unacceptable information is
25 found in an investigative background inquiry or consumer report.

26 41. The disclosure and authorization that Defendant provided to Plaintiff
27 and the Disclosure Class members willfully violated the FCRA by not being clear
28 and conspicuous, by being unnecessarily duplicative, and by including extraneous

1 information such that the disclosure cannot be said to “stand alone” in a document
2 that consists solely of the disclosure. Plaintiff and the other class members wouldn't
3 have authorized the reports had appropriate disclosures been provided.

4 42. Defendant procured consumer reports with respect to Plaintiff and the
5 Disclosure Class members. The disclosures provided to Plaintiff were the same or
6 substantially the same as the one provided to all Disclosure Class members. Thus,
7 Defendant uniformly violated the FCRA rights of all Class members in the same way
8 and, in the process, violated their right to information and their privacy rights as
9 delineated by Congress.

10 43. Defendant's violation of 15 U.S.C. § 1681b(b)(2)(A)(i) was willful for
11 at least the following reasons:

12 (i) The rule that FRCA disclosures be “clear and conspicuous” and
13 part of a document consisting “solely” of that disclosure has been the law
14 established for well over a decade.

15 (ii) Defendant is a large corporation who regularly engages outside
16 counsel—it had ample means and opportunity to seek legal advice regarding
17 its FCRA responsibilities. As such, any violations were made in conscious
18 disregard of the rights of others.

19 (iii) Clear judicial and administrative guidance—dating back to at
20 least the 1990s—regarding a corporation's FCRA responsibilities exists and is
21 readily available explaining that such disclosures must stand-alone. This
22 readily-available guidance means Defendant either was aware of its
23 responsibilities or plainly should have been aware of its responsibilities but
24 ignored them and violated the FCRA anyway.

25 44. Plaintiff and the Disclosure Class are entitled to statutory damages of
26 not less than \$100 and not more than \$1,000 for each of Defendant's willful
27 violations pursuant to 15 U.S.C. § 1681n(a)(1)(A).
28

1 taking the adverse action. This notice advises the applicant or employee of their
2 ability to discuss the report with their employer. (*See, e.g.*, FTC Advisory Opinion to
3 Weisberg, available at [http://www.ftc.gov/policy/advisory-opinions/advisory-](http://www.ftc.gov/policy/advisory-opinions/advisory-opinion-weisberg-06-27-97)
4 [opinion-weisberg-06-27-97](http://www.ftc.gov/policy/advisory-opinions/advisory-opinion-weisberg-06-27-97).)

5 50. After obtaining a consumer report about Plaintiff for employment
6 purposes, Defendant—based in whole or in part on information contained in
7 Plaintiff’s consumer report—revoked Plaintiff’s employment offer, an adverse
8 employment action. Plaintiff had been working for a month at that point.

9 51. Defendant violated Section 1681b(b)(3)(A) of the FCRA by failing to
10 provide Plaintiff and members of the Adverse Action Class with pre-adverse action
11 notice together with a copy of the report and summary of rights under the FCRA.
12 Instead, Defendant evaluates each applicant’s and employee’s consumer report and
13 takes adverse action against them without sending any pre-adverse action notice.
14 Defendant’s failure to provide the required notice frustrates the purpose of the FCRA
15 and robs applicants and employees of a meaningful opportunity to discuss any
16 negative information in their consumer reports with Defendant prior to the decision
17 to take adverse action, as intended by the FCRA.

18 52. Defendant’s violations of 15 U.S.C. § 1681b(b)(3)(A) were willful. The
19 rule that employers must give applicants and employees an opportunity to remedy
20 any discrepancies with their consumer reports directly with the employer prior to any
21 adverse action being taken is well established. Defendant is a large corporation that
22 has retained lawyers on staff and regularly engages counsel—it has ample means and
23 opportunity to seek legal advice regarding their FCRA responsibilities. Further, there
24 is a glut of judicial and administrative guidance—dating back to the 1990’s—
25 regarding a corporation’s FCRA responsibilities. As a consequence of such readily
26 available guidance, Defendant was either aware of its responsibilities or should have
27 been aware of its responsibilities but violated the FCRA anyway.

- 1 B. Declaring that Defendant's actions, as set out above, constitute
2 violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681b;
- 3 C. Declaring that Defendant's practice of not providing a copy of the
4 consumer report relied upon and a summary of FCRA rights constitutes
5 a violation of the FCRA;
- 6 D. Awarding damages, including statutory and treble damages where
7 applicable, to Plaintiff and the Classes in amounts to be determined at
8 trial;
- 9 E. Awarding injunctive and other equitable relief as is necessary to protect
10 the interests of the Subclass, *inter alia*: (i) an order prohibiting
11 Defendant from engaging in the wrongful and unlawful actions
12 described herein; and (ii) requiring Defendant to provide proper
13 disclosures, notices, and summaries under federal law;
- 14 F. Awarding Plaintiff and the Classes and Subclass their reasonable
15 litigation expenses and attorneys' fees;
- 16 G. Awarding Plaintiff and the Classes and Subclass pre- and post-
17 judgment interest, to the extent allowable;
- 18 H. Providing such other injunctive and/or declaratory relief as necessary to
19 protect the interests of Plaintiff and the Classes and Subclass; and
- 20 I. Such further and other relief as the Court deems reasonable and just.

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22 ///

23 ///

24 ///

JURY DEMAND

Plaintiff requests a trial by jury of all claims that can be so tried.

Respectfully submitted,

Dated: May 8, 2018

Edwardo Munoz, individually and on behalf
of all others similarly situated,

By: /s/ Mike Arias
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